

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NEW YORK

CHRISTOPHER E. BROWN,

Plaintiff,

v.

ST. JOHN'S UNIVERSITY,

Defendant.

Civil Action No. 08-CV-2218

Hon. J. Ross

Hon. M.J. Pohorelsky

**ANSWER OF DEFENDANT LANGAN  
ENGINEERING AND  
ENVIRONMENTAL SERVICES, INC.  
TO HM WHITE SITE ARCHITECTS'  
CROSS-CLAIMS**

ST. JOHN'S UNIVERSITY,

Third-Party Plaintiff,

v.

GCA SERVICES GROUP, INC., and  
BUTLER ROGERS BASKETT,

Third-Party Defendants.

BUTLER ROGERS BASKETT,

Fourth-Party Plaintiff,

v.

H.M. WHITE SITE ARCHITECTS,  
SKANSKA USA BUILDING, INC. and  
LANGAN ENGINEERING AND  
ENVIRONMENTAL SERVICES, INC.

Fourth-Party Defendants.

Defendant Langan Engineering and Environmental Services, Inc. (“Langan”) by its attorneys Sedgwick, Detert, Moran & Arnold LLP, as and for its response to HM White Site Architects (“HMW”) Cross Claims in its Answer to the First Amended Complaint (“HMW’s Cross Claim”), states as follows:

**AS AND FOR A FIRST CROSS-CLAIM FOR CONTRIBUTION AND/OR INDEMNIFICATION AGAINST DEFENDANTS, THIRD-PARTY DEFENDANTS AND FOURTH-PARTY DEFENDANTS (“CO-DEFENDANTS”), THE ANSWERING DEFENDANT/FOURTH-PARTY DEFENDANT ALLEGES:**

In this portion of HMW’s Cross Claim, GCA states legal conclusions which require no response. To the extent a response is required, Langan denies the allegations made in this portion of HMW’s Cross Claim.

**AS AND FOR A SECOND CROSS-CLAIM FOR INDEMNIFICATION AGAINST ALL DEFENDANTS, THE ANSWERING DEFENDANT/FOURTH-PARTY DEFENDANT ALLEGES:**

In this portion of HMW’s Cross Claim, GCA states legal conclusions which require no response. To the extent a response is required, Langan denies the allegations made in this portion of HMW’s Cross Claim.

**AS AND FOR A THIRD CROSS-CLAIM FOR INDEMNIFICATION AGAINST ALL DEFENDANTS, THE ANSWERING DEFENDANT/FOURTH-PARTY DEFENDANT ALLEGES:**

In this portion of HMW’s Cross Claim, GCA states legal conclusions which require no response. To the extent a response is required, Langan denies the allegations made in this portion of HMW’s Cross Claim.

**AS AND FOR LANGAN’S AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

FIRST: HMW’s Cross Claim fails to state a cause of action against Langan upon which relief may be granted.

**SECOND AFFIRMATIVE DEFENSE**

SECOND: Christopher Brown has failed to state a cause of action against HMW or any other person for which Langan may be required to contribute to or indemnify any person..

**THIRD AFFIRMATIVE DEFENSE**

THIRD: HMW failed to make a demand for contribution or indemnification from Langan.

**FOURTH AFFIRMATIVE DEFENSE**

FOURTH: No contribution or indemnity is permitted for violations of the American with Disabilities Act.

**FIFTH AFFIRMATIVE DEFENSE**

FIFTH: HMW has failed to mitigate its damages.

**SIXTH AFFIRMATIVE DEFENSE**

SIXTH: Langan did not breach any duties owed to HMW or St. John.

**SEVENTH AFFIRMATIVE DEFENSE**

SEVENTH: Langan did not breach any duties owed to Christopher Brown.

**EIGHTH AFFIRMATIVE DEFENSE**

EIGHTH: HMW's claim is not ripe.

**NINTH AFFIRMATIVE DEFENSE**

NINTH: HMW lacks standing to bring its causes of action against Langan.

**TENTH AFFIRMATIVE DEFENSE**

TENTH: HMW's claim is barred, in whole or in part, by the doctrines of equitable estoppel, judicial estoppel, waiver, laches, and/or unclean hands.

**ELEVENTH AFFIRMATIVE DEFENSE**

ELEVENTH: HMW's alleged damages were caused, in whole or in part, by the negligence or other culpable conduct of one or more persons or entities over which Langan had no control.

**TWELFTH AFFIRMATIVE DEFENSE**

TWELFTH: HMW has failed to allege the circumstances relating to the claims asserted therein with sufficient particularity to enable Langan to determine whether it may have additional defenses in this action, and Langan reserves the right to assert such additional defenses as are ascertained through discovery.

**WHEREFORE**, Cross Claim Defendant Langan respectfully requests that this Court deny all of the relief requested by HMW in its Cross Claim, and further requests its costs, fees, and disbursements, together with such other and further relief as this Court may deem just and proper.

Respectfully submitted,

DATED: November 9, 2009

s/ William J. Brennan

J. Gregory Lahr (JL-9969)  
William J. Brennan (WB-0742)  
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**CERTIFICATE OF SERVICE**

I hereby certify that on November 9, 2009, a true and correct copy of the foregoing has been filed via ECF in compliance with Local Rule 5.2.

s/ William J. Brennan